

DATE OF LAST REVISION: August 26, 2005 **CONTRACT END DATE: February 28, 2008**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LAW ENFORCEMENT BADGES, MEDALS AND AWARDS**
(NIGP CODE 08010, 08015, 08078)

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

AS/ks
Attach

Copy to: Clerk of the Board
Jim Dobbs, Adult Probation
Michele Donnelly, County Attorney
Amie Bristol, MCSO Procurement
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **LAW ENFORCEMENT BADGES, MEDALS AND AWARDS**
(NIGP CODE 08010, 08015, 08078)

1.0 INTENT:

The intent of this Solicitation is to establish a contract for law enforcement badges, medals and awards . Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 BADGES:

- 2.1.1 Badges shall be manufactured in all “Carlton” gold, a homogenous alloy whose color goes all through the metal and requires no superficial plating.
- 2.1.2 Badges shall be highly polished and sealed in a hard baked clear acrylic melamine Thermoset lacquer (no VOC’s) which is guaranteed for five years under normal wear.
- 2.1.3 Badge lettering shall be done with #1685 royal blue high temperature lead-free French Cloisonné enamel fused at over 1400 degrees and stoned to surface plane.
- 2.1.4 Uniform badges are domed with pin back—solid nickel silver findings—3 pieces—Ballou #105 joint and pin, #8 catch welded at over 1000 degrees and guaranteed against detachment for the lifetime of the badge.
- 2.1.5 Flat Badges have no pin back and should be accompanied with a bi-fold style carrier with one side for the badge and the other with a clear plastic cover for an identification badge or card.
- 2.1.6 Center seal is the “Great Seal of Arizona.”

2.2 AWARD MEDALS:

- 2.2.1 SHERIFF’S STAR—“Carlton” gold with 1 3/8” wide by 40” long neck ribbon with a fabric blend consisting primarily of nylon.
 - 2.2.1.1 Neck ribbon colors are from left to right: green, white, red, green, white, and red to be spread evenly within the width of the ribbon.
- 2.2.2 LIFESAVING—“Platily” 1 3/8” wide by silver with 40” long neck ribbon with a fabric blend consisting primarily of nylon.
 - 2.2.2.1 Neck ribbon all red.
- 2.2.3 MEDAL OF VALOR—“Carlton” gold with 1 3/8” wide by 40” long neck ribbon with a fabric blend consisting primarily of nylon.
 - 2.2.3.1 Neck ribbon colors are from left to right: white, red, blue, red, and white to be spread evenly within the width of the ribbon.
- 2.2.4 PURPLE HEART—“Carlton” gold with 1 3/8” wide by 40” long neck ribbon with a fabric blend consisting primarily of nylon.
 - 2.2.4.1 Neck ribbon shall be solid purple.

2.2.5 MERITORIOUS SERVICE—"Carlton" gold with 1 3/8" wide by 40" long neck ribbon with a fabric blend consisting primarily of nylon.

2.2.5.1 Neck ribbon shall be all dark green.

2.2.6 DISTINGUISHED SERVICE—"Platino" silver with 1 3/8" wide by 40" long neck ribbon with a fabric blend consisting primarily of nylon.

2.2.6.1 Neck ribbon shall be all royal blue.

2.2.7 SHERIFF'S MEDAL—"Carlton" gold with 1 3/8" wide 40" long neck ribbon with a fabric blend consisting primarily of nylon.

2.2.7.1 Neck ribbon colors: red, white, and red to be spread evenly within the width of the ribbon.

2.2.8 ALL MEDALS SHALL BE ACCOMPANIED WITH A UNIFORM AWARD RIBBON. These are "Everclean" award bars. Award bars are cloth matching the neckribbons on the medals and covered with plastic top to keep cloth clean and help prevent fraying and wearing. Vendors shall submit pricing for the individual replacement of the uniform award ribbon.

2.2.9 ALL MEDALS ARE BOXED AS SETS IN BLACK VELVET PRESENTATION BOXES.

2.3 SHOOTING MEDALS:

2.3.1 All "Carlton" gold.

2.3.2 Center is target with white bull's-eye with balance of target royal blue.

2.3.3 Lettering is "Maricopa County, Sheriff" in circle against a royal blue background.

2.3.4 Titles, "Expert," "Marksman," "Sharpshooter," "Master," are gold letters against a blue background on a ribbon on bottom of medal.

2.4 SERVICE AWARDS:

2.4.1 Service awards are 3/4" miniature versions of the departmental badge.

2.4.2 Center has a raised area where number of years appear, i.e., 10, 15, 20, 25.

2.4.3 Bottom point is area for stone setting.

2.4.4 Emblems are domed with deluxe tie tack back.

2.4.5 Lettering "Sheriff, Maricopa County, Arizona" is against a royal blue enamel background.

2.4.5.1 10 year is "Carlton" gold plain without stones.

2.4.5.2 15 year is "Carlton" gold with 1 #4ss Ruby.

2.4.5.3 20 year is 1/10 10K gold filled with 1 #4ss Emerald.

2.4.5.4 25 year is 1/10 10K gold filled with 1 2-pt. Diamond.

2.5 STAMPING DIES:

Maricopa County desires to maintain the same style badges from year to year and contract-to-contract, therefore any bid submitted shall include a price for all the stamping dies/tooling necessary to manufacture subject badges. Dies/tooling will remain with the contract holder for the life of the contract, but shall remain the property of Maricopa County. The dies will be new and a life expectancy shall be stated on the pricing sheet.

2.6 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.7 DELIVERY:

Delivery is required F.O.B. DESTINATION, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.8 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.9 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;

- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.10 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.11 SAMPLES:

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within ten (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.12 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.12.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.12.2 Documentation that names the replacement product or model.
- 2.12.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.12.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.12.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.13 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS **MUST BE** SUBMITTED THIRTY (30) DAYS PRIOR to the Contract expiration date. *Justification* for the requested adjustment in cost of labor and/or materials **must be** supported by appropriate documentation and **must be** within the Producer Price Index for the commodity. *Increases are subject to approval in writing* by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.8 INDEMNIFICATION:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Stephen Krausnick, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of PRICING (Attachment A) SHALL BE PRICED IN THE SAME UNIT (size, volume, quantity, weight, etc.) AS THE BID SPECIFICATIONS REQUEST. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) electronic copy of pricing on a labeled (respondent name and serial number) disk or CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.14.1 One (1) original and one (1) electronic copy of pricing on a labeled (respondent name and serial number) disk or CD is MANDATORY
- 3.14.2 Pricing pages, MANDATORY (Attachment A)
- 3.14.3 Agreement page, MANDATORY (Attachment B)
- 3.14.4 References (Attachment C)
- 3.14.5 Vendor Information, MANDATORY (Attachment D)

SYMBOLARTS, 6083 S 1550 E, OGDEN, UT 84405

C845501/B0604204

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

ITEM DESCRIPTION	ESTIMATED ANNUAL QTY.	UNIT PRICE	EXT. PRICE
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Award Medals:

Sheriff's Star		\$45.00	
Lifesaving		\$45.00	
Medal of Valor		\$45.00	
Purple Heart		\$45.00	
Meritorious Service		\$45.00	
Distinguished Service		\$45.00	
Sheriff's Medal		\$45.00	
Replacement cost of uniform award ribbon		\$ 5.00	

Shooting Medals:

Expert	As Needed	\$ 5.00	
Marksmen	As Needed	\$ 5.00	
Sharpshooter	As Needed	\$ 5.00	
Master	As Needed	\$ 5.00	

Service Awards:

10 year	As Needed	\$ 5.00	
15 year	As Needed	\$ 5.00	
20 year	As Needed	\$ 5.00	
25 year	As Needed	\$ 5.00	

AZ State Seal: Life Expectancy: LIFETIME

Badge Die: Life Expectancy: LIFETIME \$300.00 *
* Free die with 50pc initial order.

Terms: NET 30

Vendor Number: W000001079 X

Telephone Number: 801/475-6000

Fax Number: 801/475-5500

Contact Person: LouAnne Daz

E-mail Address: customerservice@symbolarts.com

Contract Period: To cover the period ending **FEBRUARY 28, 2008**

V.H. BLACKINTON & CO., INC., 221 JOHN DIETSCH BLVD, ATTLEBORO FALLS, MA 02763**C845501/B0604204**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NOINTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

ITEM DESCRIPTION	ESTIMATED ANNUAL QTY.	UNIT PRICE	EXT. PRICE
Badges		<u>\$18.50</u>	<u>\$1,850.00</u>
Flat Badges		<u>\$18.50</u>	<u>\$1,850.00</u>
Bifold Case Basketweave #E2		<u>\$14.00</u>	<u>\$1,400.00</u>
AZ State Seal Die			<u>\$ 50.00</u>
Badge Die			<u>\$ 450.00</u>

Terms: NET 30

Vendor Number: W000001109 X

Telephone Number: 617/965-0639

Fax Number: 508/695-5349

Contact Person: Mark Siegel

E-mail Address: badges@blackinton.comContract Period: To cover the period ending **FEBRUARY 28, 2008**